

H-2A Agricultural Clearance Order  
Form ETA-790A  
U.S. Department of Labor



**A. Job Offer Information**

1. Job Title * Strawberry Harvester											
2. Workers Needed *		a. Total		b. H-2A		Period of Intended Employment					
		28		28							
3. Begin Date * 5/14/2022						4. End Date * 11/27/2022					
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Anticipated days and hours of work per week *							7. Hourly work schedule *				
35		a. Total Hours		7	c. Monday	7	e. Wednesday	7	g. Friday	a. 7 : 30	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
0		b. Sunday		7	d. Tuesday	7	f. Thursday	0	h. Saturday	b. 2 : 00	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
<b>Temporary Agricultural Services and Wage Offer Information</b>											
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C											
8b. Wage Offer *			8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$				
\$ 17.51			<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 01.70		Fresh market will be minimum of 9 trays per hour, and Freezer 5 trays per hour.				
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *										<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): N/A											
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C											



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**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	3	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>70</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " <b>NONE</b> " below) *			
See Addendum C			

**C. Place of Employment Information**

1. Address/Location *			
Jacop Ranch 775 San Juan Grade Road			
2. City *	3. State *	4. Postal Code *	5. County *
Salinas	California	93906	Monterey
6. Additional Place of Employment Information (If no additional information, enter " <b>NONE</b> " below) *			
None			
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**D. Housing Information**

1. Housing Address/Location *			
Motel 6 1257 De la Torres Blvd.			
2. City *	3. State *	4. Postal Code *	5. County *
Salinas	California	93905	Monterey
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Operational Motel		56	112
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " <b>NONE</b> " below) *			
See Addendum C			
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



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**E. Provision of Meals**

1. Describe how the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. \* (Please begin response on this form and use Addendum C if additional space is needed.)  
Meals will be provided in the following manner: 3 Hot meals at appropriate intervals each day for 7 days per week.  
See Addendum C.

2. If meals are provided, the employer: \*

☐ **WILL NOT** charge workers for such meals.

☒ **WILL** charge workers for such meals at \$ 14 . 00 per day per worker.

**F. Transportation and Daily Subsistence**

1. Describe the terms and arrangement for daily transportation the employer will provide to workers. \*  
(Please begin response on this form and use Addendum C if additional space is needed.)  
See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). \*  
(Please begin response on this form and use Addendum C if additional space is needed.)  
See Addendum C

3. During the travel described in Item 2, the employer will pay for  
or reimburse daily meals by providing each worker \*

a. no less than	\$ <u>14</u> . <u>00</u>	per day *
b. no more than	\$ <u>59</u> . <u>00</u>	per day with receipts



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**G. Referral and Hiring Instructions**

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. \*

*(Please begin response on this form and use Addendum C if additional space is needed.)*

Maria Elena ; (831) 675-0007 8am -5pm M-F. All interviews will be conducted at no cost to the applicant. SWAs may only refer for employment individuals who have been apprised of all the material terms and conditions of employment and have indicated, by accepting referral to the job opportunity, that he or she is qualified, able, willing, and available for employment. In the event that the employer elects to amend its dates of need, the SWA must inform applicants. Should the employer fail to notify the SWA or the order-holding office of a delay in the start date at least 10 days prior to the change, employer is responsible to pay eligible workers that report to work on the original date listed on the job order one week of pay based on the hourly wages and weekly hours offered in the job order. If worker does not contact the order-holding office to verify the start date of need between 5 and 9 working days prior to the original start date, this provision is null and void. Employer will provide workers with a copy of the work contract, including any approved modifications, on the day work commences or as soon as practically possible. The employer will provide a copy of the contract to an H-2A worker no later than the time at which the worker applies for the visa. The employer will provide a copy of the contract to workers in corresponding employment (domestic workers) no later than the day work commences. The contract will be provided in a language understood by the worker. If a worker is coming from an H-2A employer, the employer will provide a copy of the contract no later than the time an offer of employment is made. From the time the foreign workers depart for the employers place of employment, employer will provide employment to any qualified, eligible U.S. workers who applies to the employer until 50 percent of the period of the work contract has elapsed. Start of the work contract timeline is calculated from the first date of need stated on the Application for Temporary Employment Certification, under which the foreign worker who is in the job was hired.

2. Telephone Number to Apply \*

+1 (831) 675-0007

3. Email Address to Apply \*

fmguno@outlook.com

4. Website address (URL) to Apply \*

N/A

**H. Additional Material Terms and Conditions of the Job Offer**

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? \*

☒ Yes ☐ No



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**I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders**

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

*Request for Conditional Access to Intrastate or Interstate Clearance System:* Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

**A. Transportation to Place of Employment (Inbound)**

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

**B. Transportation from Place of Employment (Outbound)**

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).



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If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

**Important Note:** In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).





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11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



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**17. ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.*

1. Last (family) name *	2. First (given) name *	3. Middle initial \$
Mora	Francisco	
4. Title *		
President		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		3/25/2022

**Employment Service Statement**

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

**Public Burden Statement (1205-0466)**

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.





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**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Juice Strawberries	\$ 01 . 70	Piece Rate	\$5.75/hr base; \$1.70/box Box Dimensions: 8 lb box: 18.5 x 14.5 x 3.5 Average Production / Hour: 9 boxes per hour Average Rate / Hour: \$17.76
	Freezer	\$ 03 . 50	Piece Rate	Straight Piece Rate of \$3.50 Box Dimensions: 8 lb box: 18.5 x 14.5 x 3.5 Average Production / Hour: 5-5.5 boxes per hour Average Rate / Hour: \$18.62/hr
	Fresh Market Strawberry	\$ 01 . 70	Piece Rate	\$5.75/hr base; \$1.70/box, eight 1 lb boxes. Box Dimensions: 8 lb box: 18.5 x 14.5 x 3.5 Average Production / Hour: 9 boxes per hour Average Rate / Hour: \$18.25 - \$18.51/hr
	Fresh Market Strawberry Pint	\$ 02 . 00	Piece Rate	\$5.75/hr base; \$2/box, four 2 lb boxes. Box Dimensions: 8 lb box: 18.5 x 14.5 x 3.5 Average Production / Hour: 9 boxes per hour Average Rate / Hour: \$18.25 - \$18.51/hr
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		
		\$ .		

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Wish Farms	Jacop Ranch 775 San Juan Grade Road Salinas, California 93906 MONTEREY		5/14/2022	11/27/2022	28
Wish Farms	River Rd Ranch 7 River Rd Salinas, California 93908 MONTEREY		5/14/2022	11/27/2022	28
Wish Farms	Ferrasci Ranch 156 Harrison Road Salinas, California 93906 MONTEREY		5/14/2022	11/27/2022	28
Wish Farms	Hilltop Ranch 151 Rodgers Road Salinas, California 93907 MONTEREY		5/14/2022	11/27/2022	28
Wish Farms	Jarvis Ranch 432 Espinosa Road Salinas, California 93907 MONTEREY		5/14/2022	11/27/2022	28



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**H. Additional Material Terms and Conditions of the Job Offer**

## a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p><b>JOB DESCRIPTION:</b> Strawberry Harvester (Ground/Harvest Pro Machine). This position works under close supervision of the harvest crew leader. This position safely and efficiently harvests strawberry crop either by ground or with the assistance of a Harvest Pro machine. This position may perform other general labor work. This is a non-managerial position and works under the close supervision of the crew leader.</p> <p><b>Essential Duties:</b>          Harvests fresh, juice and/ or freezer depending on grower requests .          Properly grades and sorts strawberries according to size and quality .          Packages suitable fruit in required packaging container and box .          Inspects strawberry fruit for signs of disease and insect manifestation .          Cleaning of plants by disregarding inferior strawberries onto row floor.          Reports all safety problems, incidents, and injuries to foreman immediately.          Complies with all Company Policies, including observing appropriate lunch and rest periods.</p> <p><b>Qualifications:</b>          Must be willing to work overtime as needed          Able to keep up at a reasonable pace with the rest of the crew          Able to read safety signs          Able to perform work up to company standards</p> <p><b>Physical Requirements:</b>          The employee is constantly required to stand, walk, reach, use hands/fingers to handle or feel, hear and see.          The employee is constantly required to push, pull, lift and carry from 11 lb up to 25 lbs., with occasional lifting and carrying up to 50 lbs.          Occasional reaching above shoulder with frequent reaching below shoulder level.          The employee is in constant bending and twisting of the waist, with frequent squatting</p> <p><b>Working environment:</b>          The employee is constantly required to work in outside atmospheric weather conditions, uneven ground, and noise, vibration, around hazards such as moving machine parts, equipment, wet rows, wind and dust.          The employee is occasionally required to work under cold temperatures just above freezing and heat.          The work may entail exposure to plant poisons, insects, snakes, rodents, noxious plants and or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.</p> <p><b>Additional positions may be offered, including:</b> Crop Maintenance/Weeder, Checker/Puncher, Harvest Pro Operator, Irrigator, Seasonal Irrigator, Forklift Driver, Haul Truck Driver, Tractor Operator/Applicator, Row Boss, Stacker, Hoop House Worker, Farm Equipment Maintenance, Tractor Driver, Cal-Van Driver          See additional Job Details associated with above-listed positions attached.</p> <p><b>TOOLS:</b> Any required tools, supplies, and equipment will be provided at no charge  <b>HOURS VARY:</b> M-F 7:30am - 2pm  <b>PIECE RATE:</b> Fresh Market hourly base \$5.75/hr, piece rate \$1.70-\$2.00/box, average 9 boxes/hr, average \$18.25-\$18.51/hr; Juice hourly base \$5.75/hr, piece rate \$1.70/box, average 9 boxes/hr, average \$17.76/hr; Freezer \$3.50/box, average 5-5.5 boxes/hour, average \$18.62/hour. Rates are minimum and based upon availability of production.  <b>PAY ASSURANCES:</b> Employer offer the highest of the AEW, the prevailing hourly wage or piece rate, the agreed-upon collective bargaining wage or the Federal or State minimum wage.  <b>OVERTIME:</b> Employer will pay overtime to the workers who work more than 8 hours per day and/or over 40 hours per week, more than 8 hours on any given workday, and double the pay for the first 8 hours on the seventh day of work and after 12 hours of work</p>			

## b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Employer will deduct \$14.00/day for employer-provided meals seven (7) days per week for all employees staying in employer-provided housing.</p> <p>Employer will make all deductions from the worker's paycheck required by law.</p> <p>Local, US workers, will be deducted Federal, State and local taxes, as applicable.</p> <p>H-2A workers are exempt from paying Federal, State and local taxes, except for in the state of California where H-2A workers must pay state unemployment taxes.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (up to 3,500 characters) * SEE ADDENDUM C PRODUCTION REQUIREMENT: Fresh market will be minimum of 9 trays per hour, and Freezer 5 trays per hour. Trays weigh 8 lbs full. EXPERIENCE REQUIREMENT: Must have 3 months experience working in strawberry harvesting. ADDITIONAL CONDITIONS OF EMPLOYMENT: Workers are provided a two-day break-in period to acclimate to the demands of the job. Workers must be physically fit to perform job duties without succumbing to excessive exhaustion after break-in period. Workers will be provided safety training and will be expected to handle tools/equipment safely and carefully so as to avoid crop damage and to protect the worker from potential injury. Extensive pushing, pulling, walking, lifting, standing, stooping, Must tolerate extreme temperatures. Must report to work sober. May be subjected to and must pass random, post-employment, employer-paid drug test.			

d. Job Offer Information 4

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (up to 3,500 characters) * Housing is within walking distance of stores, banks and laundry mats.  FMG Salinas 592 Saint Edwards Dr Salinas, CA 93905			

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**H. Additional Material Terms and Conditions of the Job Offer**

e. Job Offer Information 5

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * Employer will provide transportation in compliance with State, Federal, and local laws to and from the worksite from central pick up location. Employer allows workers, both domestic and H-2A, the option of finding their own means of daily transportation to and from the worksite location(s); or they may use employer-provided transportation from the housing site. For the instant job opportunity, Employer will provide a driver(s) to transport workers daily to and from the worksite location(s) from			

f. Job Offer Information 6

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * Workers who do not reside within commuting distance and who are eligible for employer provided housing are also eligible for transportation benefits. Employer will reimburse worker in full in the first workweek, or upon completion of 50% of work contract, for the reasonable cost of transportation and subsistence from the place of recruitment or home residence, whichever is further, whether in the US or abroad, to the place of employment should the amount of inbound expenses cause the wages in t			



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**H. Additional Material Terms and Conditions of the Job Offer**

g. Job Offer Information 7

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - null
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>PRODUCTION REQUIREMENT: Fresh market will be minimum of 9 trays per hour, and Freezer 5 trays per hour. Trays weigh 8 lbs full.</p> <p>EXPERIENCE REQUIREMENT: Must have 3 months experience working in strawberry harvesting.</p> <p>ADDITIONAL CONDITIONS OF EMPLOYMENT: Workers are provided a two-day break-in period to acclimate to the demands of the job.</p> <p>Workers must be physically fit to perform job duties without succumbing to excessive exhaustion after break-in period.</p> <p>Workers will be provided safety training and will be expected to handle tools/equipment safely and carefully so as to avoid crop damage and to protect the worker from potential injury.</p> <p>Extensive pushing, pulling, walking, lifting, standing, stooping,</p> <p>Must tolerate extreme temperatures.</p> <p>Must report to work sober. May be subjected to and must pass random, post-employment, employer-paid drug test. Workers under the influence of drugs or alcohol pose a safety threat to themselves and other workers and cause liability for the employer.</p> <p>Employer shall comply with all federal, state and local safety requirements.</p>			

h. Job Offer Information 8

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Continued
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers who do not reside within commuting distance and who are eligible for employer provided housing are also eligible for transportation benefits. Employer will reimburse worker in full in the first workweek, or upon completion of 50% of work contract, for the reasonable cost of transportation and subsistence from the place of recruitment or home residence, whichever is further, whether in the US or abroad, to the place of employment should the amount of inbound expenses cause the wages in the first workweek to fall below the federal, state, or local minimum wage; whichever is highest. Reimbursement for travel is equal to the most economical and reasonable common carrier transportation charges for the distance involved. Daily subsistence will be reimbursed for days traveled in the amount of \$14.00 per day, but not to exceed \$59.00 per day w/ documentation of actual expenses. Any worker who completes the contract period will be provided return transportation and subsistence based on aforementioned terms. Employer will charter buses from US Consulate to worksite for inbound transportation and outbound transportation to place from which the worker has come to work for the employer (H-2A workers only).</p>			





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**H. Additional Material Terms and Conditions of the Job Offer**

i. Job Offer Information 9

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Cal Vans
3. Details of Material Term or Condition (up to 3,500 characters) * Employer will provide transportation in compliance with State, Federal, and local laws to and from the worksite from central pick up location. Employer allows workers, both domestic and H-2A, the option of finding their own means of daily transportation to and from the worksite location(s); or they may use employer-provided transportation from the housing site. For the instant job opportunity, Employer will provide a driver(s) to transport workers daily to and from the worksite location(s) from the housing site through "CalVans" free of charge to the employee. Employer is not liable for the welfare of any worker who chooses their own means of transportation.			

j. Job Offer Information 10

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meals
3. Details of Material Term or Condition (up to 3,500 characters) * Meal Vendor/Cater: Alma Barboza Contact: 25482 Payson St, Chualar CA 93925  Workers must let van driver know if they will eat on Sunday to report to caterer. Meals charge will only be deducted if workers eat on Sunday.  Workers are expected to report any unsanitary meal preparation they observe directly to the employer.  Workers are expected to report any concern on the quality and quantity of meals provided directly to the employer.  Caterer agrees to maintain the following documentation on file for inspection from Employer and/ or Employer's agent:  ? Receipts for the cost of goods and services directly related to the preparation and serving of meals *; ? the number of workers fed; ? the number of meals served; and ? the number of days meals were provided.  * The cost of goods (COG) may include: Food; kitchen supplies other than food, such as lunch bags and soap; labor costs that have a direct relation to food service operations, such as wages of cooks and dining hall supervisors; fuel, water, electricity, and other utilities used for the food service operation; and other costs directly related to the food service operation.  Charges for transportation, depreciation, overhead and similar charges may not be included.  Employer may not profit from the provision of food to employees  Possible employer-paid, post-hire drug test.			



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**H. Additional Material Terms and Conditions of the Job Offer**

## k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued 1
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p><b>Crop Maintenance/Weeder:</b> The Weeder is responsible for manually removing weeds, cultivating, planting, transplanting, deflowering, crop removal, shoveler, bed up labor and all other duties as assigned with all berry crops. This is a non-managerial position and may perform other general labor work, works under the close supervision of the crew leader.</p> <p>Plant cleaning: weeding using long-handled hoes and by hand, pulling plastic, pulling of drip tape, plant/field maintenance, cleaning of old and new vegetative on plant bed. Plant bed will be classified as Medium or High according to the number of runners and new/old vegetative growth present during performing work tasks. Employer complies with the California health and safety rules applicable to hand weeding.</p> <p>Workers may occasionally and/or sporadically perform duties associated with and directly related to the primary duties.</p> <p><b>Essential Job Duties:</b></p> <ul style="list-style-type: none"> <li>• Weeds and cultivates crop using both hands.</li> <li>• Removes dry leaf debris from crop using both hands.</li> <li>• Removes by hand the plastic layering from the crop.</li> <li>• Applies Persimilis to crop.</li> <li>• Performs general ranch/field clean up.</li> <li>• Complies with all Company Policies, including observing appropriate lunch and rest periods.</li> <li>• Use of hand tools such as blade or knife to cut weeds.</li> <li>• Use of hand tools such as blade or knife to cut runners.</li> </ul> <p><b>Qualifications:</b></p> <ul style="list-style-type: none"> <li>• Must be willing to work overtime as needed</li> <li>• Able to follow verbal direction</li> <li>• Able to follow safety and conduct rules</li> </ul> <p><b>Physical Requirements:</b></p> <ul style="list-style-type: none"> <li>• The employee is constantly required to walk, push and pull with both hands, required to bend at waist. Constantly bending and twisting neck, repetitive grasping and fine manipulation with both hands, and reaching below shoulder level.</li> <li>• The employee is frequently required to stand and power grasp with both hands with frequent squatting and kneeling.</li> <li>• The employee is occasionally required to lift and carry up to 25 lbs.</li> </ul> <p><b>Working Environment:</b></p> <ul style="list-style-type: none"> <li>• The employee is constantly required to work in outside weather conditions, uneven ground, wet rows, and dust.</li> <li>• The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.</li> </ul>			

## l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued 2
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p><b>Checker/Puncher:</b> This position is responsible for berries quality and tracking harvest boxes picked by crew members. This position may perform other general work. This is a non-managerial position and works under the general supervision of the crew leader.</p> <p><b>Essential Job Duties:</b></p> <ul style="list-style-type: none"> <li>• Must be willing to work overtime as needed.</li> <li>• Tracks boxes picked by using an electronic system scanner.</li> <li>• Visually observes the quality of product picked and the pack style.</li> <li>• Works with the stacker to keep pallets moving and ready for pick up by forklift driver.</li> <li>• Checks fellow coworkers in and out of work period using an electronic time system scanner.</li> <li>• Must not accept product from harvest until the required quality is met.</li> <li>• Assist in repacking product rejected by cooler.</li> <li>• Records daily harvest totals.</li> <li>• Reports all safety problems, incidents, and injuries to foreman immediately.</li> <li>• Complies with all Company Policies, including observing appropriate lunch and rest periods.</li> <li>• May assist crew leader with office documents, i.e.: filling out new hire packets and daily field report. All such work is performed on a farm and is performed in conjunction with and incidental to the farming operations.</li> </ul> <p><b>Qualifications:</b></p> <ul style="list-style-type: none"> <li>• Familiar with quality standards.</li> <li>• Knowledgeable of electronic scanning systems to keep track of boxes and employee time.</li> </ul> <p><b>Physical Requirements:</b></p> <ul style="list-style-type: none"> <li>• The employee is frequently required to walk, bend neck and waist, twist neck, repetitive grasping and fine manipulation with both hands, and reaching above shoulder level.</li> <li>• The employee is constantly required to stand, push and pull with both hands while reaching below shoulder level.</li> <li>• The employee is constantly required to lift and carry from 1 lb. up to 25 lbs. and occasionally required to lift and carry up to 50 lbs.</li> </ul> <p><b>Working Environment:</b></p> <ul style="list-style-type: none"> <li>• The employee is constantly required to work in outside weather conditions, uneven ground, wet rows, and dust.</li> <li>• When working in a Harvest Pro machine, employee is frequently required to work near noise, vibration, around hazards such as moving machine parts, and moving equipment.</li> <li>• The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.</li> </ul>			



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**H. Additional Material Terms and Conditions of the Job Offer**

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued 3
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Harvest Pro Operator (HP): Safely and accurately drives and controls Harvest Pro machine to harvest crops. This position may perform other general labor work. This is a nonmanagerial job and works under close supervision of the harvest crew leader.</p> <p>Essential Job Duties:</p> <ul style="list-style-type: none"> <li>• Manipulates controls to set, activate and adjust mechanism on machinery.</li> <li>• Conducts daily inspections of machinery and materials to evaluate quality and performance.</li> <li>• Observes and listens to machinery to detect equipment malfunctions.</li> <li>• Carefully runs, maneuvers and navigates the Harvest Pro.</li> <li>• Installs and posts Harvest Pro wings.</li> <li>• Cleans the HP at the end of the day.</li> <li>• Assists in stacking strawberry boxes/crates on pallets.</li> <li>• Transfers strawberry boxes/crates from HP band to inspection table.</li> <li>• Performs all other duties as assigned, i.e.; stacking boxes, weeding (see Weeder description), cutting runners, cultivating, cleaning field, land prep.</li> <li>• Reports all safety problems, incidents, and injuries to foreman immediately.</li> <li>• Comply with all Company Policies, including observing appropriate lunch and rest periods.</li> </ul> <p>Qualifications:</p> <ul style="list-style-type: none"> <li>• Must be willing to work overtime as needed</li> <li>• Able to read and write safety signs</li> <li>• Able to follow safety and conduct rules</li> </ul> <p>Physical Requirements:</p> <ul style="list-style-type: none"> <li>• The employee is constantly required to stand, walk, reach, use hands/fingers to handle or feel, hear and see.</li> <li>• The employee must climb up and down frequently, constantly move/walk above and around Harvest Pro machine used to harvest product.</li> <li>• The employee is constantly required to push, pull, lift and carry from 11 b, up to 25 lbs., with occasional lifting and carrying up to 50 lbs.</li> <li>• The employee is in constant bending and twisting of the neck and waist, with frequent squatting.</li> </ul> <p>Working environment:</p> <ul style="list-style-type: none"> <li>• The employee is constantly required to work in outside atmospheric weather conditions, uneven ground, and noise, vibration, around hazards such as moving machine parts, equipment, wet rows, wind and dust.</li> <li>• The employee is occasionally required to work under cold temperatures just above freezing and heat. Occasional handling of lubricating agents.</li> <li>• The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.</li> </ul>			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued 4
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Irrigator: This position safely and accurately transports, installs, observes, maintains and removes the irrigation systems for crops. This position may perform other general labor work. This position is a non-managerial position and works under the close supervision of the ranch supervisor.</p> <p>Essential Job Duties:</p> <p>Opens and closes the water valve to regulate water flow to each crop section. Maintains water pressure in valve and system.</p> <ul style="list-style-type: none"> <li>• Conducts daily inspections of machinery and materials to evaluate quality and performance.</li> <li>• Repairs irrigation valves, as needed.</li> <li>• Conducts daily visual inspection of crop rows to detect leaks.</li> <li>• Repairs leaks and replaces drip tape, as needed.</li> <li>• Works on ditches by weeding (see Weeder description) and clearing debris.</li> <li>• Prepares liquid and dry fertilizer for injection into irrigation system.</li> <li>• Injects fertilizer into the irrigation system, as required by schedule.</li> <li>• Scrapes the roads using a tractor and blade.</li> <li>• Performs all other duties as assigned, i.e.; weeding (see Weeder description). cutting runners, cultivating, cleaning field, land prep.</li> <li>• Reports all safety problems, incidents, and injuries to supervisor immediately.</li> <li>• Complies with all Company Policies, including observing appropriate lunch and rest periods.</li> </ul>			



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## H. Additional Material Terms and Conditions of the Job Offer

### o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued 5
<p><b>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</b>  Seasonal Irrigator: Irrigate crops, using sprinklers, drip tape, main line, row water, and any other necessary irrigation equipment. This position may perform other general labor work. This is a non-managerial position and works under the general supervision of the ranch supervisor.</p> <p><b>Job Duties:</b></p> <ul style="list-style-type: none"> <li>• Operate drip tape retriever machine, drip injector machine, and drip tape lifter machine.</li> <li>• Repair and maintain drip tape and irrigation pipe.</li> <li>• Set up pipes and irrigate using row water and main line.</li> <li>• Shovel and pack dirt in low spots of embankment or cut trenches in high areas --0 direct water or drain water.</li> <li>• Check area to detect leaks, breaks, weak areas or obstructions in irrigation system.</li> <li>• Clear and maintain irrigation ditches.</li> </ul> <p>Reports all safety problems, incidents, and injuries to Ranch Foreperson immediately.</p> <ul style="list-style-type: none"> <li>• Comply with all Company policies, including observing appropriate lunch and rest periods, and wearing personal protective equipment.</li> </ul> <p><b>Qualifications:</b></p> <ul style="list-style-type: none"> <li>• Familiar with irrigation systems.</li> </ul> <p><b>Physical Environment:</b> While performing the duties of this job, the employee is constantly required to stand, walk, reach, use hands/fingers to handle or feel, hear and see. The employee is frequently required to push, pull, lift and carry up to 50 lbs., and talk (to communicate with superior and exchange information as needed.)</p> <p><b>Working Environment:</b></p> <ul style="list-style-type: none"> <li>• While performing the duties of this job, the employee is constantly required to work in outside weather conditions, uneven ground, and noise, vibration, around hazards such as moving machine parts, moving equipment, wet rows, and dust...</li> </ul> <p>Occasional risk of exposure to oil and caustic chemicals while working around machinery or disinfecting tools and equipment.</p> <ul style="list-style-type: none"> <li>• The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.</li> </ul>			

### p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued 6
<p><b>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</b>  Forklift Driver: This position safely and accurately drives and controls the forklift. This position may perform other general labor work. This is a non-managerial position and works under the close supervision of the Harvest Supervisor.</p> <p><b>Essential Job Duties</b></p> <ul style="list-style-type: none"> <li>• Manipulates controls to set, activate and adjust mechanism on the forklift.</li> <li>• Conducts daily inspections of the forklift to evaluate quality and performance.</li> <li>• Observes and listens to machinery to detect equipment malfunctions.</li> <li>• Carefully runs, maneuvers and navigates the forklift.</li> <li>• Cleans and greases the forklift at the end of the day.</li> <li>• Moves loaded and unloaded pallets to and from the Harvest Pro/crew and the truck.</li> <li>• Ensures there is diesel fuel for the Harvest Pro.</li> </ul> <p>Assists with box storage at the end of each day.</p> <ul style="list-style-type: none"> <li>• Occasionally, drives truck to water roads to control dust.</li> <li>• Performs all other duties as assigned, i.e.; stacking boxes, weeding (see Weeder description), cutting runners, cultivating, cleaning field, land prep.</li> <li>• Reports all safety problems, incidents, and injuries to supervisor immediately.</li> <li>• Complies with all Company Policies, including observing appropriate lunch and rest periods.</li> </ul> <p><b>Qualifications:</b></p> <ul style="list-style-type: none"> <li>• Must be willing to work overtime as needed</li> <li>• Able to read and write safety signs</li> <li>• Able to follow safety and conduct rules</li> <li>• Able to earn forklift training certificate</li> </ul> <p><b>Physical Requirements:</b></p> <ul style="list-style-type: none"> <li>• The employee is constantly required to stand, walk, reach, use hands/fingers to handle or feel, hear and see.</li> <li>• The employee must climb up and down frequently, constantly move/walk above and around the forklift used to move product.</li> <li>• The employee is constantly required to push, pull, lift and carry up to 25 lbs., with occasional lifting and carrying up to 50 lbs.</li> <li>• The employee is in constant bending and twisting of the neck and waist, with frequent squatting.</li> </ul> <p><b>Working environment:</b></p> <ul style="list-style-type: none"> <li>• The employee is constantly required to work in outside atmospheric weather conditions, uneven ground, and noise, vibration, around hazards such as moving machine parts, equipment, wet rows, wind and dust.</li> <li>• The employee is occasionally required to work under cold temperatures just above freezing and heat. Occasional handling of lubricating agents.</li> <li>• The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.</li> </ul>			



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**H. Additional Material Terms and Conditions of the Job Offer**

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued 7
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Tractor Operator/ Applicator: Safety and efficiently operates tractor and applies pesticides or fertilizers through spray and injector application. This position may perform other general labor work. This is a non-managerial job and works under the direction of the grower supervisor.			
Essential Job Duties: <ul style="list-style-type: none"> <li>• Manually, prepares sprayer tanks with water and chemicals, according to formulas given by the growing supervisor for application to crop.</li> <li>• Lifts, pushes and swings nozzles, hoses and tubes of tractor application system to direct spray over designated areas.</li> <li>• Operates machinery such as: sprayer agitators, pumps, portable spray equipment, tractors and water trucks.</li> <li>• Cleans and services pesticide application equipment to ensure operating efficiency by using water, lubricants and hand tools.</li> <li>• Loads and unloads bags and containers of chemical shipments.</li> <li>• Generates calculation of pesticides mixtures per acre.</li> <li>• Work night shift when requested.</li> <li>• Perform daily inspection of equipment and report any concerns to spray assistant supervisor.</li> <li>• Reports all safety problems, incidents, and injuries to foreman immediately. Complies with all Company Policies, including observing appropriate lunch and rest periods.</li> </ul> Qualifications: <ul style="list-style-type: none"> <li>• Must be willing to work overtime as needed</li> <li>• Ability to read and write safety signs</li> <li>• Ability to follow safety and conduct rules</li> <li>• Basic math skills</li> <li>• Knowledge of liquid and soluble conversions. Able to gain respirator fit clearance. The employer will be responsible for the cost of obtaining the respirator fit clearance.</li> </ul> Education: <ul style="list-style-type: none"> <li>• Private Pesticide Applicator certificate preferred, but optional.</li> </ul> Physical Requirements: <ul style="list-style-type: none"> <li>• The constantly sit, use hands/fingers to handle or feel, hear and see.</li> <li>• Occasional walking, standing, bending of the neck and waist.</li> <li>• The employee will occasionally lift and carry up to 50 lbs.</li> <li>• Constant twisting of the neck with occasional twisting of the waist.</li> <li>• Occasional climbing.</li> <li>• Constant operation of foot controls and repetitive foot movements.</li> </ul> Working environment: <ul style="list-style-type: none"> <li>• The employee is constantly required to work in outside atmospheric weather conditions, uneven ground, noise, vibration and around hazards such as moving machine pans, equipment, wind, dust, gas, fumes and chemicals.</li> <li>• The employee is occasionally required to work under cold temperatures just above freezing and heat.</li> <li>• Constant use of respirator and personal protective equipment.</li> <li>• Frequent handling of pesticides including but not limited to herbicides, fungicides. The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and or plant materials that have been treated with insect and/or disease control sprays.</li> </ul> The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.			

r. Job Offer Information 18

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued 8
<b>3. Details of Material Term or Condition (up to 3,500 characters) *</b> Row Boss: This position is responsible for strawberry row quality and row cleanliness picked by crew members. This position may perform other general labor work. This non-managerial position and works under the close supervision of the crew leader.			
Essential Job Duties: Follows behind harvest crew to ensure all satisfactory fruit is being harvested . Harvest left over fruit and contribute for quality assurance packing . Informs harvesting employee when there is too much fruit left behind . Monitors quality of fruit. Occasionally, helps the foreman clean the workstation at the end of the day and organize for the following day. Performs all other duties as assigned, i.e.: weeding (see Weeder description), cutting runners, cultivating, cleaning field, etc. Reports all safety problems, incidents, and injuries to foreman immediately . Complies with all Company Policies, including observing appropriate lunch and rest periods.			
Qualifications Must be willing to work overtime as needed Familiar with quality standards .			
Physical Requirements: The employee is occasionally required to walk, push and pull with both hands, and reach above shoulder level. The employee is constantly required to bend neck and waist, twist neck, repetitive grasping and fine manipulation with both hands, and reaching below shoulder level. The employee is constantly required to walk and stand. The employee is frequently (required) to bend at the waist, and push and pull with either the right or the left hand. The employee is constantly required to lift and carry from 8 lbs. up to 50 lbs.			
Working Environment: The constantly work in outside weather conditions, dust, and uneven and wet ground and rows. When working near and around a Harvest Pro machine, employee is frequently required to work near noise, vibration, around hazards such as moving machine parts, and moving equipment. The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.			



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s. Job Offer Information 19

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued 9
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Stacker: This position is responsible for managing the organization of the harvest crew's boxes. This position may perform other general labor work. This is not a non-managerial position and works under close supervision from the harvest crew leader.</p> <p>Essential Job Duties:            Stacks strawberry boxes/crates on pallets on trailer .            Transfers strawberry boxes/crates from HP band to inspection table .            Prepares empty harvest boxes for harvester by placing empty baskets .            Stamp grower seal on all harvested boxes prior to transporting into the cooler .            Reports all safety problems, incidents, and injuries to supervisor and Safety Manager immediately.            Performs all other duties as assigned, i.e.; stacking boxes, weeding (see Weeder description), cutting runners, cultivating, cleaning field, land prep.</p> <p>Qualifications            Must be willing to work overtime as needed            Able to read and write safety signs            Able to follow safety and conduct rules</p> <p>Physical Demands:            The employee is constantly required to stand, walk, reach, use hands/fingers to handle or feel, hear and see.            Frequent climbing up and down, constant move/walk above and around Harvest Pro machine used to harvest product.            The employee is constantly required to push, pull, lift and carry up to 25 lbs., with occasional lifting and carrying up to 50 lbs.            The employee is in constant bending and twisting of the neck and waist, with frequent squatting.</p> <p>Working environment:            The employee is constantly required to work in outside atmospheric weather conditions, uneven ground, and noise, vibration, around hazards such as moving machine parts, equipment, wet rows, wind and dust. The employee is occasionally required to work under cold temperatures just above freezing and heat.            Occasional handling of lubricating agents .            The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals.            Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.</p>			

t. Job Offer Information 20

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued 10
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Hoop House Worker: This position safely and accurately transports, installs, observes, maintains and removes the hoop houses for crops. This position may perform other general labor work. This is a non-managerial position and works under close supervision of the crew leader.</p> <p>Essential Job Duties            Operates a truck and power or hand equipment such as, but not limited to tractors, forklifts, hydraulic pump and trailers, for the installation of the hoop house.            Measures field footage to determine proper markings for post installation .            Drills platforms in the ground with the usage of the post digger .            Positions metal "U" shaped arches onto the platforms, to set the brace and supports for the arch.            Sets plastic onto arch and secures with rope .            Conducts daily inspections of machinery and materials to evaluate quality and performance.            Repairs hoop house materials such as, but not limited to plastic and rope, as needed .            Receives materials needed to install hoop house, such as but not limited to rope, plastic and platforms.            Performs all other duties as assigned, i.e.; weeding (see Weeder description), cutting runners, cultivating, cleaning field, land prep.            Reports all safety problems, incidents, and injuries to supervisor immediately .            Complies with all Company Policies, including observing appropriate lunch and rest periods</p> <p>Qualifications            Must be willing to work overtime as needed            Able to read and safety signs            Able to follow safety and conduct rules            Able to perform basic math</p> <p>Physical Requirements:            The employee is constantly required to stand, walk, reach, use hands/fingers to handle or feel, hear and see.            The employee is constantly required to push, pull, lift and carry up to 25 lbs., with occasional lifting and carrying up to 50 lbs.            The employee is in constant bending and twisting of the neck and waist, with frequent squatting.</p> <p>Working environment:            The employee is constantly required to work in outside atmospheric weather conditions, uneven ground, and noise, vibration, around hazards such as moving machine parts, equipment, wet rows, wind and dust.            The occasionally work under cold temperatures just above freezing and heat.            Occasional handling of lubricating agents.            The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.</p>			





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u. Job Offer Information 21

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued 11
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Farm Equipment Maintenance: Assist in maintaining farm equipment Repair farm equipment at fields Drive between fields to repair equipment as needed Occasionally repair equipment at shop location (less than 50% of repairs at shop)</p> <p>Qualifications: • Familiar with different tractor models • Knowledge on how to operate hydraulics on tractor • Knowledge on hooking up, using, and safe operation of a P.T.O. • Safely operate machinery and perform work duties • Obtain driver license • Must maintain clean driving record • Must perform additional work, as defined in this job order, assigned by supervisor • Report all safety problems, incidents, and injuries to supervisor immediately • Comply with all Company Policies, including observing appropriate lunch and rest periods</p> <p>Physical Environment: While performing the duties of this job, the employee is constantly required to stand, walk, reach, use hands/fingers to handle or feel, hear, and see/observe. The employee is frequently required to push, pull, lift and carry up to 50 lbs., and talk (to communicate with superior and exchange information as needed.)</p> <p>Working Environment: While performing the duties of this job, the employee is constantly required to work in outside weather conditions, on uneven ground, and in the presence of noise, vibration, and various farm related hazards such as moving machine pans, moving equipment, wet rows, and dust. Occasional handling of oil and other caustic chemicals while working around machinery, disinfecting tools and equipment, and performing other farm related jobs,</p>			

v. Job Offer Information 22

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued 12
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Tractor Driver: Drive and control farm equipment to till soil, plant, and cultivate crops. This is a non-managerial position and works under the general supervision of the Ranch Foreman.</p> <p>Job Duties May run the mower, small disc, blade bucket, bug vac, cultivator, spreader and duster. Knowledge of safe operation and maintenance of tractors and implements. • Assist in shop with service of equipment. • May be asked to help with irrigation work. • Reports all safety problems, incidents, and injuries to the growing supervisor immediately. • Comply with all Company Policies. • Other activities as directed by the employer, from time to time.</p> <p>Qualifications: Familiar with different tractor models. • Knowledge on how to operate hydraulics on tractor. • Knowledge on hooking up, using, and safe operation of a P.T.O. • Safely operate machinery and perform work duties.</p> <p>Physical Environment: While performing the duties of this job, the employee is constantly required to stand, walk, reach, use hands/fingers to handle or feel, hear, and see/observe. The employee is frequently required to push, pull, lift and carry up to 50 lbs., and talk (to communicate with superior and exchange information as needed.)</p> <p>Working Environment: While performing the duties of this job, the employee is constantly required to work in outside weather conditions, on uneven ground, and in the presence of noise, vibration, and various farm related hazards such as moving machine parts, moving equipment, wet rows, and dust. Occasional handling of oil and other caustic chemicals while working around machinery, disinfecting tools and equipment, and performing other farm related jobs. The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.</p>			



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w. Job Offer Information 23

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued 13
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>CalVan Driver:</p> <ol style="list-style-type: none"><li>Employee may drive Cal Van over the road.</li><li>Employee picks up workers from different housing sites/pick up points and takes them to an assigned work site and at the end of the workday takes them back to the housing site (pick up point).</li><li>In order to drive a Cal Van, Employees must possess valid drivers' license (state issued) and must be able to pass Class B Physical exam and register as an FLCE driver.</li></ol> <p>The employer will be responsible for the cost of obtaining a driver's license and FLCE driver registration. All employees in this position (H-2A as well as corresponding domestic workers), will be given the opportunity to obtain a driver's license (DL) and register as an FLCE driver on a voluntary basis. The DL and FLCE Certificate are not a pre-hire job requirement. No job applicant will be denied an employment opportunity due to a lack of a DL or FLCE Certificate at the time of application and/or hiring. Further, no worker (H-2A or corresponding domestic worker) will be terminated for failure to obtain a DL or FLCE Certificate.</p> <p>CalVan drivers may be H-2A or corresponding domestic workers. The employer assures that employees who drive the CalVans are compensated for their time driving. CalVan drivers perform MSPA and related paperwork (i.e., logging) as required by law which they are compensated for. The Calvan driving job duty is not a different job and the drivers perform agricultural job duties when not driving. Drivers pick up workers from the housing sites/pick up points and drop them off at the worksite. At the end of the workday, the CalVan driver takes the workers back to the housing sites/pick up points. Drivers are also responsible, during the workday, for filling the vehicle with gasoline and keeping it clean. The employer assures that drivers are paid the AEWR for actual driving time, processing CalVans paperwork, trips to the gas station, and cleaning the vehicle.</p> <p>Minimum Job Qualifications: Three months experience in berry or vegetable harvest is required. Work is performed in open fields and may involve exposure to mud, dust, wind, heat, cold, and other natural elements. Temperatures can range from 30 degrees Fahrenheit to over 100 degrees Fahrenheit during the period of employment. Workers should come prepared with appropriate clothing and footwear for the environmental and working conditions described. No smoking, alcohol, firearms in the field or residential housing. Proficiency in English or Spanish is required for training and safety purposes. (i.e. Workers must listen to, understand and follow instructions of Employer supervisors and managers.)</p> <p>The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.</p> <p>Daily individual work assignments will be made by, and at the sole discretion of, the employer as the needs of the operation dictate. Workers must perform the assigned work and work at the assigned field work site and may not switch assignments without the specific authorization of a company supervisor. Workers may be re-assigned to a different field site at various times during the workday and/or on different days.</p>			

x. Job Offer Information 24

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued 14
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers will be expected to comply with all provisions of this Clearance Order and the Company's work rules, policies and procedures, and to perform any and all assigned tasks in a work-person-like and efficient manner. Failure to do so will subject the worker to the employer's disciplinary procedures. Wish Farms CA Ag endeavors to produce a premium product. This is a demanding, competitive business. A high-quality product is expected and demanded by our customers. Sloppy or improper work cannot and will not be tolerated.</p> <p>All safety rules and instructions must be meticulously observed throughout the workday.</p> <p>All Wish Farms CA Ag rules and policies must be followed, to the extent that they do not conflict with the provisions of this Clearance Order and/or the U.S. Department of Labor's H-2A regulations. A copy of the applicable rules and policies will be provided to each worker on or before the first day of work. Failure to comply with Company policies and/or meet expectations will result in application of specified disciplinary procedures, up to and including termination.</p> <p>No persons conducting activities prohibited by law are permitted on company premises or in housing. Visitors are not permitted to remain in the housing overnight.</p> <p>Importantly, no nonworking children may be present at or adjacent to the worksite or left in vehicles at or adjacent to the work site or in Company provided housing during the workday. Workers arriving to work with non-working children or other nonworkers will be sent home.</p> <p>Employees must not report for work, enter the work site or perform service while under the influence of or having used alcohol or any illegal controlled substance. Employees must not report for work, or perform service, while under the influence of, or impaired by, prescription drugs, medications or other substances that may in any way adversely affect their alertness, coordination, reaction response or safety. The Company may require the worker to submit to a drug/alcohol test, at the employer's expense, upon the occurrence of a reportable accident, or upon reasonable suspicion, or if the employee's name is randomly drawn in conjunction with the Company's Substance Abuse Policy (e.g., for employees in safety sensitive positions such as forklift and tractor drivers).</p>			



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H. Additional Material Terms and Conditions of the Job Offer

y. Job Offer Information 25

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued 15
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p>Haul Truck Driver: This position is responsible for transporting produce as quickly and efficiently as possible from the ranch to the cooler. Transporting packaging materials from the carton shed to the ranch. Operate and maintain their assigned haul truck, so as to lower overall per carton hauling cost. This is a non-managerial position and works under the close supervision of the ranch supervisor.</p> <p>Essential Job Duties:</p> <ul style="list-style-type: none"><li>• Must perform daily inspection of water truck or harvest truck and fill out the inspection. Report before staffing the truck.</li><li>• Must properly maintain vehicle fluids (gas/oil and coolant).</li><li>• Must report immediately all safety and/or mechanical problems concerning water truck, harvest truck or harvest equipment.</li><li>• Must supply the harvest crews with cartons, pallets and other harvest supplies as needed.</li><li>• Verify the count of loaded trailers. Make sure the trailers are loaded and tied down properly before hauling to the cooler.</li><li>• Haul produce from the ranch to the cooler.</li><li>• Must obey all driving laws, and drive in a safe manner at all times.</li><li>• Must keep a clean driving record: Must notify supervisor if he/she has any problems with driver's license immediately.</li><li>• Must report any accident (no matter how small it might be) immediately to his/her supervisor.</li><li>• Must work overtime hours when needed.</li><li>• Must drive the water truck when asked by supervisor.</li><li>• Additional task and duties while driving the water truck are as follows.</li></ul> <p>a) Must be able to operate pumps that have water truck filling stations.</p> <p>b) Must know how to operate gates at water pumps.</p> <p>c) Must ensure complete coverage of all dirt areas for assigned ranches including yard areas.</p> <p>d) Must know not to turn on a well just after it has been shut off and is back spinning (wait at least three (3) minutes after stopping well to restart.)</p> <ul style="list-style-type: none"><li>• When there is not work hauling produce or watering roads, must perform additional work assigned by his supervisor and such work is defined in this job order.</li><li>• Reports all safety problems, incidents, and injuries to foreman immediately.</li><li>• Comply with all Company Policies, including observing appropriate lunch and rest periods.</li></ul> <p>Qualifications:</p> <ul style="list-style-type: none"><li>• Must have a Class C Driver's license.</li><li>• Ability to operate a harvest truck and a water truck.</li><li>• Have a satisfactory DMV record.</li><li>• Be able to be insurable under our company vehicle insurance policy.</li></ul> <p>Physical Requirements:</p> <ul style="list-style-type: none"><li>• The employee frequently is required to pull, bend at the waist, bend knees; use repetitive grasping with both hands, and reaches above shoulder level.</li><li>• The employee frequently must sit while driving a truck.</li><li>• The employee frequently is required to lift up to 701 lbs and tie-down loads. Working Environment</li><li>• The employee is constantly required to work in outside weather conditions, uneven ground, wet rows, and dust.</li><li>• When working in a Hauling Truck, employee is frequently required to work near noise, vibration, around hazards such as moving machine parts, and moving equipment.</li><li>• The work may entail exposure to plant pollens, insects, snakes, rodents, noxious plants and or plant materials that have been treated with insect and/or disease control sprays. The Company will comply with all worker protection standards and restrictions applicable to pesticides and other chemicals. Workers are also required to comply with all applicable worker protection standards as communicated by forepersons, supervisors, and managers.</li></ul>			

z. Job Offer Information 26

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Continued 16
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b></p> <p><b>Tools and equipment:</b></p> <p>The Company will provide tools and equipment necessary to perform all required tasks at no cost to the worker. Tools and equipment include knives, hair nets, and gloves if needed to perform the job, the reasonable repair and or replacement cost of tools or equipment may be deducted from the worker's paycheck for willful damage or loss of such tools or equipment. The employer will not make any deduction from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.</p>			